

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED: JUNE 30, 2008
08CV3721
JUDGE KOCORAS
MAGISTRATE JUDGE MASON
No.
YM
Judge

PAINTERS DISTRICT COUNCIL NO. 14,
a labor organization,

Plaintiffs,

v.

PINNACLE GLASS, INC.,

Defendant.

COMPLAINT TO ENFORCE ARBITRATION AWARD

Plaintiff, PAINTERS' DISTRICT COUNCIL NO. 14, AND ITS AFFILIATE GLAZIERS UNION LOCAL 27 a labor organization, by its attorneys, DONALD D. SCHWARTZ, JAMES R. ANDERSON, ANTHONY B. SANDERS, and ARNOLD AND KADJAN, complain against the Defendant, PINNACLE GLASS, INC. , as follows:

COUNT I

(Enforcement of Arbitration Award)

Jurisdiction and Venue

1. Jurisdiction of this action is founded upon Section 301 of the National Labor Relations Act as amended by 29 U.S.C. Section 185 (c) and which presents a federal question pursuant to 28 U.S.C. Section 1331

2. Venue is founded in this district pursuant to 29 U.S.C. Section 185(a) and because it is the district in which the Defendant resides.

The Parties

3. Plaintiff, PAINTERS' DISTRICT COUNCIL NO. 14 and its affiliate GLAZIERS UNION LOCAL 27, ("PDC 14" or the "Union"), a labor organization, has standing to bring this action pursuant to 29 U.S.C. Section 185(a).

4. Defendant **PINNACLE GLASS INC., (PINNACLE)** ,is an employer engaged in an industry affecting commerce, which on or about, April 3, 2006, executed a Memorandum of Joint Working Agreement with the PDC and has agreed to be bound by the provisions of the Area Wide Collective Bargaining Agreement, ("CBA.") and any subsequent agreements negotiated between the Union and the Glazing Contractors Association. (Exhibit one)

The Agreements

5. Pursuant to the terms of the CBA., grievances arising out of working conditions and operations are submitted to a Joint Trade Board (the "Board"), consisting of employer and PDC and Glaziers Local 27. representatives, convened pursuant to notice, to be resolved at a hearing of the Board.

The Claim

6 The Union brought charges against Pinnacle. The charges were mailed to Pinnacle via fax, first class and certified mail.

7. On February 6, 2008, the Joint Trade Board convened for hearing of the dispute. PINNACLE did not object to notice of the hearing or notice of the charges brought by the union. The Board decided the dispute in favor of the Union and against PINNACLE. (See copy of Decision and Award, attached hereto as Exhibit two). The Board fined PINNACLE in the amount of **\$3,800.00** for the violations of Articles of the Collective Bargaining Agreement, ordered PINNACLE

to pay **\$840.00** in back wages for one employee and the company was ordered to obtain a \$50,000.00 surety bond per the CBA.

8. On February 18, 2008, the Notice of Decision and award was served upon PINNACLE via fax, first class and certified mail. (See copy of Certificate of Service, attached as Exhibit three).

9. PINNACLE has not complied with the provisions of the Board's award.

10. The Board's decision is final and binding upon the parties, as provided by the CBA. PINNACLE has not taken any action to set aside the Board's award and the time to take such action has passed.

WHEREFORE, Plaintiff, PAINTERS' DISTRICT COUNCIL NO. 14, prays that this Court enter relief as follows:

A. Enforce the Board's award by entering judgment in favor of the Plaintiff and against the Defendant PINNACLE in the amount of due per the Joint Trade Board award, plus costs and interest;

B. Award Plaintiff such other and further relief as this Court deems appropriate under the circumstances.

Respectfully submitted,
PAINTERS' DISTRICT COUNCIL
NO. 14,

By: s/ Donald D. Schwartz
One of its Attorneys

DONALD D. SCHWARTZ
JAMES R. ANDERSON
ANTHONY B. SANDERS
ARNOLD AND KADJAN
19 West Jackson Blvd.
Chicago, Illinois 60604
(312) 236-0415

EXHIBIT ONE

MAR-31-06 09:43 FROM: GLAZIERS LOCAL

7084439007

TO: 262 275 8813

PAGE: 001/001

PHONE: 708-443-9000
FAX: 708-443-9007



TERRENCE FITZMAURICE
BUSINESS MANAGER
SECRETARY-TREASURER

Glaziers, Architectural Metal and Glass Workers Local Union No. 27, Chicago and Vicinity

OF THE
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO
AFFILIATED WITH PAINTERS DISTRICT COUNCIL NO. 14
MEETS THE 4TH MONDAY OF EACH MONTH, 6309 WEST 20TH STREET, BERWYN
4225 LAWDALE AVENUE • LYONS, IL 60534

MICHAEL MABUS
BUSINESS REPRESENTATIVE
MICHAEL O'DONNELL
BUSINESS REPRESENTATIVE
MICHAEL COOK
BUSINESS REPRESENTATIVE
JAMES AUGUSTYN
PRESIDENT
RICHARD DAIGLIS
VICE PRESIDENT
MICHAEL OMH
RECORDING SECRETARY
LAWRENCE TASIC
FINANCIAL SECRETARY

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into by and between GLAZIERS UNION LOCAL NO. 27 of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, affiliated with PAINTERS DISTRICT COUNCIL NO. 14, hereinafter referred to as the "Union" and PINNACLE GLASS INC., N1 Brick School Rd., Walworth, WI. 53184, hereinafter referred to as the "Company", on this 30th day of March, 2006.

5133-
192

WITNESSETH:

1. That the aforesaid Company agrees to be bound by the contract entered into between GLAZIERS UNION LOCAL NO. 27, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, affiliated with PAINTERS DISTRICT COUNCIL NO. 14, and the ASSOCIATION OF GLAZING CONTRACTORS, for the same terms as agreed upon between the "Union" and the ASSOCIATION OF GLAZING CONTRACTORS OF CHICAGO & VICINITY.
2. Any and all terms of the contract between the Union and the Association of Glazing Contractors are hereby adopted and incorporated into this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be executed on the day and the place first written above.

GLAZIERS UNION LOCAL NO. 27
Affiliated with PAINTERS DISTRICT
COUNCIL NO. 14, of the INTERNATIONAL
PAINTERS AND ALLIED TRADES, AFL-CIO

Company: PINNACLE GLASS INC.

By: Robert Christman
Signature

ROBERT CHRISTMAN OWNER
Name & Title (please print)

Date: 4-3-06

By: Terrance Fitzmaurice
Terrance Fitzmaurice, P.D.C. 14

By: Michael Mabus
Michael Mabus,
Business Representative
Glaziers Union Local No. 27

Date: MARCH 31, 2006

EXHIBIT TWO

Phone 708-443-9000
Fax 708-443-8007



TERRENCE FITZMAURICE
BUSINESS MANAGER/
SECRETARY-TREASURER

Glaziers, Architectural Metal and Glass Workers Union Local No. 27, Chicago and Vicinity

OF THE
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JAMES AUGUSTYN
PRESIDENT
RICHARD GAIDELIS
VICE-PRESIDENT
MICHAEL OHM
RECORDING SECRETARY

Mr. Rob Christman
Pinnacle Glass Inc.
N1449 Brick School Rd.
Walworth, WI. 53184

February 18, 2008

Dear Mr. Christman:

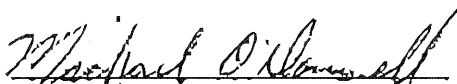
You were notified of a Trial Board hearing scheduled for February 6, 2008 via certified mail and chose not to attend.

The Joint Trial Board, consisting of both Union and Management representatives (with votes weighted accordingly) held this hearing in your absence.

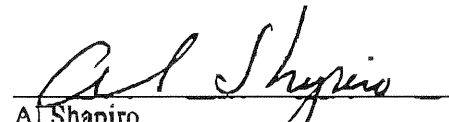
The decision of the Board regarding the Grievance Trial held on February 6, 2008 is as follows;

1. Your company, Pinnacle Glass Inc., violated the Collective Bargaining Agreement at the St. Peters School / Church jobsite in Antioch, Illinois. Violation resulted in not paying Wisconsin Local Glaziers the additional difference in the wage and benefits package when working in the Glaziers Union Local #27 jurisdictional area. Violation also resulted from not abiding by the 50/50 manpower rule, having more out of area glaziers than jurisdictional union glaziers.
2. Violation by your company, Pinnacle Glass Inc., for not having a mandatory \$50,000 Surety Bond. Pinnacle Glass Inc. will be audited and compelled to pay benefits for the November time frame when work was performed. You are ordered to obtain a \$50,000 Surety Bond.
3. The Board hereby orders you to pay for Violation #1 a fine of \$1300 and a \$2500 fine imposed for not having a Surety Bond. Please make a check for the total \$3800 payable to the Joint Apprenticeship Training Committee (J.A.T.C.)
4. For Violation of manpower rule, you are also ordered to pay three days pay for one worker in the amount of \$840.00 payable to the Glaziers Union Local #27.

Promptly submit these two checks to 4225 Lawndale Ave, Lyons, Illinois 60534


Michael O'Donnell
Chairman
Joint Trial Board

Date 2/19/08


Al Shapiro
Chairman
Association of Glazing Contractors

Date 2/20/08

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
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Return Receipt Fee (Reimbursement Required)	
Certified Delivery Fee (Reimbursement Required)	
Total Postage & Fees	\$ 3.06
Postmark Here	
mi To RAB CHRISTMAN & PINNACLE MASS	
Post. Apt. No. N1449 BRICK SCHOOL RD	
PO Box No. WINDLEIGH WI 53184	
City, State, ZIP+4	
Form 3800, June 2002 See Reverse for Instructions	

EXHIBIT THREE

PHONE 708-443-9000
FAX 708-443-9007



TERRENCE FITZMAURICE
BUSINESS MANAGER
SECRETARY-TREASURER

Glaziers, Architectural Metal and Glass Workers Union Local No. 27, Chicago and Vicinity

OF THE
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MICHAEL OHM
RECORDING SECRETARY

Mr. Rob Christman
Pinnacle Glass Inc.
N1449 Brick School Road
Walworth, WI 53184

Fax: 262-775-8813

May 29, 2008

Dear Mr. Christman:

This letter constitutes written notice that your company, Pinnacle Glass, is not in compliance with the decision of the Grievance Board.

A Grievance hearing was held in your absence, as you were notified and chose not to attend, on February 6, 2008. A copy of the decision of the Grievance Board was sent (and is attached) to your company via fax, regular U.S. mail and certified mail on February 18, 2008.

Total monies, including fines, benefits, wages and all other funds owed by your self or your company, *Pinnacle Glass Inc.*, as required by the decision of the Joint Grievance Board equal \$4640.00

The maximum ninety (90) days to appeal or have this decision sent to mediation has expired as of May 20, 2008.

Glaziers Union Local # 27 considers failure to pay these fines, wages, benefits and / or funds owed as "Breach of Contract", and intends to take all necessary economic and / or legal action needed. These actions may include but are not limited to withholding of services (*such as pulling all Local #27 members from your company*), job action (*such as striking or picketing*) during the period of noncompliance.

To remedy to this situation and avoid further action being taken, please submit total monies owed no later than Thursday, June 12, 2008.

Michael O'Donnell

Michael O'Donnell
Chairman
Joint Trial Board

Date: 5-29-08

Al Shapiro

Al Shapiro
Chairman
Association of Glazing Contractors

Date: 5-29-2008

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

Rob Christman

Pinnacle Labs Inc.

1449 Beick School Rd

Walworth, WI 53601

Postmark
Here

6/16/08

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0007 3330 0000 3555 3778

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- A parcel is a box OR an item that is more than 3/4" thick at its thickest point. The face must be large enough for return and delivery address, special service label, markings or endorsements, and postage.

No insurance coverage is provided. If indemnity coverage is desired, consider Insured Mail, or other special service that provides coverage. Contact your local postmaster for information concerning available options and limitations on coverage.

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PS Form 152, May 2002